

December 4, 2003
Recessed Meeting

Minutes

Members Present: 5
Lloyd Davis-Chairman
Brent Hunter- Vice-Chairman
Roger Evans - Commissioner
Johnny Myers- Commissioner
D.C. Swaim- Commissioner

Members Absent: 0

Others Present:
Cecil E. Wood, County Manager/Clerk to the Board
James Graham, Attorney

Chairman Davis called the meeting back to order.

Schools-QZAB

Attorney Graham provided the Board with information concerning what has been involved in the QZAB process to this point.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
COUNTY OF YADKIN, NORTH CAROLINA, APPROVING AN
INSTALLMENT FINANCING CONTRACT AND A DEED OF TRUST, AN
AGENCY AGREEMENT, A LEASE AGREEMENT, AN ESCROW
AGREEMENT, A SECURITY DELIVERY AGREEMENT AND A TAX
COMPLIANCE AGREEMENT WITH RESPECT THERETO AND THE
EXECUTION AND DELIVERY THEREOF, AND PROVIDING FOR
CERTAIN OTHER RELATED MATTERS.**

PREAMBLES

WHEREAS, the County of Yadkin, North Carolina (the “*County*”), is a duly and regularly created, organized and validly existing political subdivision of the State of North Carolina, existing as such under and by virtue of the Constitution, statutes and laws of the State of North Carolina (the “*State*”);

WHEREAS, the County has the power, pursuant to Section 160A-20 of the General Statutes of North Carolina, as amended, to (1) purchase real and personal property, (2) enter into installment financing contracts in order to finance the purchase of real and personal property used, or to be used, for public purposes, and

(3) finance the construction of fixtures or improvements on real property by contracts that create in the fixtures or improvements and in the real property on which such fixtures or improvements are located a security interest to secure repayment of moneys advanced or made available for such construction;

WHEREAS, the Yadkin County Board of Education (the **“Board of Education”**) operates the East Bend Elementary School, the Yadkinville Elementary School and the Starmount High School, and the Board of Education has developed and established a qualified zone academy within the meaning of Section 1397E(d)(4) of the Internal Revenue Code of 1986, as amended (the **“Code”**), at each of such schools and has determined that it is in the best interests of the residents of the County to provide for the rehabilitation and repair of existing public school facilities comprising the East Bend Elementary School, the Yadkinville Elementary School and the Starmount High School which qualify as qualified zone academies within the meaning of Section 1397E(d)(4) of the Code, and the provision of equipment at such existing public school facilities and the development of course materials and training for use at such existing public school facilities (collectively, the **“Project”**), as more particularly described in Exhibit B attached to the Contract (as hereinafter defined);

WHEREAS, the County and the Board of Education have previously determined to cooperate to provide for the undertaking of the Project and for the financing of the costs of the Project in an amount of not less than \$3,236,262.00;

WHEREAS, in furtherance of such plan of financing and to provide for improved public schools for County residents, the Board of Education will convey certain real property to the County pursuant to a General Warranty Deed (the **“Deed”**) to assist the County in financing the costs of the Project for the Board of Education;

WHEREAS, the Project will be owned by the County and will be operated by the Board of Education pursuant to a Lease Agreement, dated as of December 15, 2003 (the **“Lease Agreement”**), by and between the Board of Education and the County, providing for the use of the Project by the Board of Education in providing educational services to the residents of the County;

WHEREAS, in connection with the acquisition, construction and equipping of the Project, the County will enter into an Agency Agreement, dated as of or about the date of its execution and delivery (the **“Agency Agreement”**), by and between the Board of Education and the County, to provide that the Board of Education will oversee the acquisition, construction and equipping of the Project;

WHEREAS, the Board of Commissioners of the County (the **“Board”**) has determined that it is in the best interests of the County to assist the Board of Education by providing for the financing of the costs of the Project, the Project to be located on certain real property owned by the County as more particularly described in Exhibit A attached to the Contract (the **“Real Property”**, and together with the Project, the **“Mortgaged Property”**);

WHEREAS, the Board has determined that it is in the best interests of the County to receive an advance of funds in an aggregate principal amount of not to exceed \$3,236,262.00 by entering into an Installment Financing Contract, dated as of or about the date of its execution and delivery (the **“Contract”**), by and between the County and Wachovia Bank, National Association, in its capacity as the financial institution advancing such principal amount (the **“Bank”**), in order to pay the costs of the Project;

WHEREAS, the County and the Bank intend that the Contract will qualify as a “*qualified zone academy bond*” within the meaning of, and for purposes of, Section 1397E of the Code and the Bank has offered to finance the costs of the Project by entering into the Contract pursuant to which the Bank will receive annual federal income tax credits on each tax credit allowance date at the applicable federal tax credit rate within the meaning of Section 1397E of the Code in lieu of receiving interest on the principal amount to be repaid to the Bank by the County in accordance with the terms of the Contract, and the County will enter into a Tax Compliance Agreement, dated as of or about the date of its execution and delivery (the “*Tax Compliance Agreement*”), to ensure compliance with the requirements of Section 1397E of the Code in connection with the Contract, the use of the principal amount advanced by the Bank to the County under the Contract and the qualification of the Contract as a “*qualified zone academy bond*” within the meaning of, and for purposes of, Section 1397E of the Code;

WHEREAS, the Bank will advance an aggregate principal amount of \$3,236,262.00 (the “*Purchase Price*”) to the County pursuant to the terms of the Contract to be used by the County to pay costs of the Project and for certain other purposes as set forth in the Contract, and the County will repay the Purchase Price to the Bank by making an installment payment in an amount equal to \$3,236,262.00 (the “*Base Installment Payment*”) to the Bank on the fourteenth anniversary date of the execution and delivery of the Contract by the County (the “*Base Installment Payment Date*”), and in lieu of the County paying an interest component on the principal component of the Base Installment Payment to the Bank, the Bank will be entitled to claim an annual federal income tax credit on the principal component of the Base Installment Payment on each credit allowance date at the applicable federal tax credit rate in accordance with the provisions of Section 1397E of the Code;

WHEREAS, in order to provide collateral security for the payment of the Base Installment Payment to the Bank on the Base Installment Payment Date, the County will make fourteen (14) annual installment payments (the “*Sinking Fund Installment Payments*”) to Wachovia Bank, National Association, in its capacity as escrow agent (the “*Escrow Agent*”) of the Sinking Fund (as hereinafter defined), such Sinking Fund Installment Payments to commence on the first anniversary date of the execution and delivery of the Contract and continue on each anniversary date thereafter until and including the fourteenth anniversary date of the execution and delivery of the Contract, for deposit in the Sinking Fund in accordance with the terms of the Contract to be held in the Sinking Fund as collateral security for the repayment of the Purchase Price to the Bank by the payment of the Base Installment Payment to the Bank on the Base Installment Payment Date;

WHEREAS, the Sinking Fund Installment Payments paid to the Escrow Agent for deposit in the Sinking Fund in accordance with the terms of the Contract will be deposited in the Sinking Fund and invested in eligible investments in accordance with the terms of a Security Delivery Agreement, dated as of or about the date of its execution and delivery (the “*Security Delivery Agreement*”), by and among the County, the Escrow Agent and Wachovia Bank, National Association, in its capacity as securities provider (the “*Provider*”), in a manner such that all of the Sinking Fund Installment Payments and the investment earnings thereon will be sufficient to repay to the Bank the Purchase Price by the payment of the Base Installment Payment to the Bank on the Base Installment Payment Date;

WHEREAS, the execution, performance and delivery of the Contract and the related documents thereto were previously authorized, approved and directed by the Board pursuant to a resolution passed and adopted by the Board on July 19, 2002 (the “*Prior Approving Resolution*”), but due to certain unanticipated delays in consummating the financing of the costs of the Project prior to the adoption of this Resolution, the

Board has determined it necessary to adopt this Resolution in order to clarify, amend and supplement the Prior Approving Resolution;

WHEREAS, in order to secure the obligations of the County under the Contract, the County will enter into a Deed of Trust and Security Agreement, dated as of or about the date of its execution and delivery (the "**Deed of Trust**"), with the deed of trust trustee named therein for the benefit of the Bank, creating a lien on all of the right, title and interest of the County in the Mortgaged Property;

WHEREAS, no deficiency judgment may be rendered against the County in any action for breach of a contractual obligation under the Contract, and the taxing power of the County is not and may not be pledged in any way directly or indirectly or contingently to secure any amounts due under the Contract;

WHEREAS, the County hereby determines that the Project is essential to the County's proper, efficient and economic operation and to the general health and welfare of its inhabitants, that the Project will provide an essential use and will permit the County to carry out public functions that the County is authorized by law to perform, and that the County's entering into the Contract is necessary and expedient for the County by virtue of the findings presented in this Resolution;

WHEREAS, the County hereby determines that the estimated cost of the Project is not less than \$3,236,262.00 and that such cost of the Project exceeds the total sum of certain grants the County expects to receive in connection with the Project and the amount that can be prudently raised from currently available appropriations, unappropriated fund balances and nonvoted bonds that could be issued by the County in the current fiscal year pursuant to Article V, Section 4 of the Constitution of the State;

WHEREAS, although the cost of the Project pursuant to the Contract is expected to exceed the cost of financing the Project pursuant to a bond financing for the same undertaking, the County hereby determines that the cost of financing the Project pursuant to the Contract and the Deed of Trust and the obligations of the County thereunder are preferable to a general obligation bond financing or revenue bond financing for several reasons, including but not limited to the following: (1) the cost of a special election necessary to approve a general obligation bond financing, as required by the laws of the State, would result in the expenditure of significant funds, (2) the time required for a general obligation bond election would cause an unnecessary delay which would thereby decrease the financial benefits of acquiring the Project, and (3) no revenues are produced by the Project so as to permit a revenue bond financing;

WHEREAS, the County hereby determines that the estimated cost of financing the Project pursuant to the Contract reasonably compares with an estimate of similar costs under a bond financing for the same undertaking as a result of the findings delineated in this Resolution;

WHEREAS, the obligation of the County to make the Sinking Fund Installment Payments, the Base Installment Payment and the Additional Payments (as defined in the Contract) when due, including without limitation the deposit of the Sinking Fund Installment Payments into the Sinking Fund as collateral security for the repayment of the Purchaser Price to the Bank by the payment of the Base Installment Payment to the Bank on the Base Installment Payment Date, shall constitute a limited obligation of the County, payable solely from currently budgeted appropriations of the County and shall not constitute a general obligation or other indebtedness of the County within the meaning of the Constitution of the State, and shall not constitute a direct or indirect pledge of the faith and credit or taxing power of the County within the meaning of the Constitution of the State or any constitutional debt limitation;

WHEREAS, in order to secure the County's obligations under the Contract, the County will enter into the Deed of Trust with the deed of trust trustee named therein for the benefit of the Bank;

WHEREAS, the County does not anticipate future property tax increases solely to pay installment payments falling due under the Contract in any fiscal year during the term of the Contract;

WHEREAS, the sums to fall due under the Contract will not exceed \$181,000.00 for each of the fourteen (14) fiscal years that the Contract will be in effect;

WHEREAS, Parker Poe Adams & Bernstein L.L.P., as special counsel ("**Special Counsel**"), will render an opinion to the effect that entering into the Contract and the transactions contemplated thereby are authorized by law and constitute a purpose for which public funds may be expended pursuant to the Constitution and laws of the State;

WHEREAS, no deficiency judgment may be rendered against the County in any action for its breach of the Contract, and the taxing power of the County is not and may not be pledged in any way directly or indirectly or contingently to secure any amounts due under the Contract;

WHEREAS, the County is not in default under any of its debt service obligations;

WHEREAS, the County's budget process and Annual Budget Ordinance are in compliance with the Local Government Budget and Fiscal Control Act, and external auditors have determined that the County has conformed with generally accepted accounting principles in preparing its Annual Budget Ordinance;

WHEREAS, past audit reports of the County indicate that its debt management and contract obligation payment policies have been carried out in strict compliance with applicable State law, and the County has not been censured by the Local Government Commission of North Carolina (the "**LGC**"), external auditors or any other regulatory agencies in connection with such debt management and contract obligation payment policies;

WHEREAS, the Board conducted a public hearing with respect to the Project on May 6, 2002, to receive public comments on the Project, the proposed financing, the Contract and the Deed of Trust relating to the Project and the County has filed an application with the LGC for approval of the LGC with respect to the County entering into the Contract;

WHEREAS, there has been presented to the Board the forms of the Contract, the Deed of Trust, the Lease Agreement, the Agency Agreement, the Escrow Agreement and the Security Delivery Agreement (collectively, the "**Instruments**"), copies of which have been presented to the Board, which the County proposes to approve, enter into and deliver, as applicable, to effectuate the proposed financing for the costs of the Project for a maximum aggregate principal amount of \$3,236,262.00 as specified in the Instruments, pursuant to which the Bank will advance the Purchase Price to the County, which Purchase Price will be repaid by the County on the fourteenth anniversary date of the execution and delivery of the Contract in accordance with the terms of the Contract, for a term not to exceed December 31, 2017; and

WHEREAS, it appears that each of the Instruments is in appropriate form and is an appropriate instrument for the purposes intended;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF YADKIN, NORTH CAROLINA, AS FOLLOWS:

Section 1. ***Ratification of Prior Actions.*** All actions of the County, the County Manager, the Chairman of the Board of Commissioners (the “***Chairman***”), the Vice Chairman of the Board of Commissioners (the “***Vice Chairman***”), the Finance Officer of the County, the Interim Finance Officer of the County and the Clerk to the Board of Commissioners (the “***Clerk to the Board***”), and each of their respective designees, in effectuating the proposed financing are hereby approved, ratified and authorized pursuant to and in accordance with the transactions contemplated by the Instruments.

Section 2. ***QZAB Designation.*** The County hereby designates the Contract as a “***qualified zone academy bond***” within the meaning of, and for purposes of, Section 1397E of the Code and agrees to do or cause to be done all things necessary to preserve and maintain such designation and qualification under Section 1397E of the Code.

Section 3. ***Creation of Sinking Fund.*** The County hereby directs the Escrow Agent to create and establish a separate trust fund pursuant to the Escrow Agreement to be held by the Escrow Agent, such fund to be designated as the “***Yadkin County 2003 QZAB Sinking Fund***” (the “***Sinking Fund***”), such Sinking Fund to be administered in accordance with the terms of the Escrow Agreement and the Security Delivery Agreement. The County covenants that it shall make, subject to annual appropriation of the Sinking Fund Installment Payments, as applicable, the deposits of the Sinking Fund Installment Payments into the Sinking Fund annually in accordance with the terms of the Instruments.

Section 4. ***Creation of Project Fund.*** The County hereby directs the Escrow Agent to create and establish a separate trust fund pursuant to the Contract to be held by the Escrow Agent, such fund to be designated as the “***Yadkin County 2003 QZAB Project Fund***” (the “***Project Fund***”), such Project Fund to be administered in accordance with the terms of the Contract to pay or reimburse the County for costs of the Project. The County covenants to make disbursements from the Project Fund, subject to, and accordance with, the terms and conditions of the Contract.

Section 5. ***Representations, Warranties and Covenants of the County.*** The County represents, warrants and covenants as follows:

(a) During the term of the Contract, the Project will be used by the County and the Board of Education only for the purpose of performing essential governmental uses and public functions of the County consistent with the permissible scope of the County’s authority and that the Purchase Price advanced to the County by the Bank will be used for (1) the rehabilitation and repair of existing facilities of qualified zone academies within the meaning of Section 1397E of the Code, (2) the provision of equipment for use at qualified zone academies within the meaning of Section 1397E of the Code, (3) the development of course materials for education to be provided at qualified zone academies within the meaning of Section 1397E of the Code, and (4) the training of teachers and other school personnel at qualified zone academies within the meaning of Section 1397E of the Code, all within the meaning of Section 1397E(d)(1)(A) of the Code (each a “***Qualified Purpose***”);

(b) The County will annually provide the Bank with current financial statements, budgets, proof of appropriation for the current budget year and such other financial information

relating to the ability of the County to perform its obligations under the Contract as may be requested by the Bank;

(c) Each school at which the Project will be installed or used constitutes a “*qualified zone academy*” within the meaning of Section 1397E(d)(4)(A) of the Code, created and established by the Board of Education at the East Bend Elementary School, the Yadkinville Elementary School and the Starmount High School at which the components of the Project will be located. In connection therewith, the County represents and warrants that:

(i) Such schools are public schools established by and operated under the supervision of the Board of Education to provide education and training below the post-secondary level and have been designed and will continue to be designed in cooperation with business to enhance the academic curriculum, increase graduation and employment rates, and better prepare students for the rigors of college and the increasingly complex workforce;

(ii) All of the students at such public schools are subject to the same academic standards and assessments as other students educated by the Board of Education;

(iii) The comprehensive educational plan of such public schools is approved by the Board of Education;

(iv) There is a reasonable expectation as of the date hereof that at least 35% of the students attending each of such public schools will be eligible for free or reduced-cost lunches under the school lunch program established under the Richard B. Russell National School Lunch Act (codified at 42 U.S.C.S. Sections 1751 through 1764); and

(v) Each of such public schools is located within the corporate limits and the jurisdiction of the Board of Education;

(d) During the term of this Contract, the Project will be owned by the County and used by the County and the Board of Education to provide educational services to the students of the County;

(e) The County has received written commitments from private entities to make qualified contributions within the meaning of Section 1397E of the Code of in-kind services having a present value as of the date of execution and delivery of the Contract of not less than 10% of the Purchase Price advanced by the Bank under the Contract;

(f) That 95% or more of the Purchase Price advanced by the Bank to the County pursuant to the Contract will be used for Qualified Purposes at the qualified zone academies and that the County owns and holds fee title to the real property to which all or a part of the Project may be or become a fixture;

(g) The Board of Education is an organized board of education of the State and constitutes an “*eligible local education agency*” within the meaning of Section 1397E(d)(4)(B) of the Code and Section 14101 of the Elementary and Secondary Education Act of 1965, as amended (codified at 20 U.S.C.S. Section 8801(18)), because it is a public school board of education legally constituted within the State for either administrative control or direction of, or to perform a service function for, public elementary or secondary schools in the County;

(h) To the best of the County's knowledge and belief, the Contract, which has been designated as a "*qualified zone academy bond*", authorized by the County and approved by the North Carolina State Board of Education, will not cause the State's qualified zone academy bond allocation under the Code to be exceeded; and

(i) The County will comply with all applicable provisions of the Code, including specifically Section 1397E of the Code, and the regulations promulgated thereunder, from time to time proposed or in effect, in order for the Contract to qualify as a "*qualified zone academy bond*" within the meaning of Section 1397E of the Code and to maintain the federal income tax credits with respect to the Contract provided in accordance with Section 1397E of the Code for the benefit of the Bank.

Section 6. ***Approval, Authorization and Execution of Contract.*** The County hereby approves the Project in accordance with the terms and conditions of the Contract, which Contract will be a valid, legal and binding obligation of the County in accordance with its terms. The County hereby approves the amount advanced by the Bank to the County pursuant to the Contract in an aggregate principal amount of \$3,236,262.00, such aggregate principal amount to be repaid by the County to the Bank by the payment of the Base Installment Payment to the Bank on the Base Installment Payment Date in accordance with the terms of the Contract, and by providing collateral security for the payment of the Base Installment Payment on the Base Installment Payment Date by making fourteen (14) annual Sinking Fund Installment Payments to the Escrow Agent for deposit into the Sinking Fund in accordance with the terms of the Contract. In connection with the deposit of the Sinking Fund Installment Payments in the Sinking Fund, the County hereby approves the investment of the Sinking Fund Installment Payments on deposit in the Sinking Fund by the Escrow Agent pursuant to the provisions of the Security Delivery Agreement, the Sinking Fund Installment Payments to be used, together with investment earnings thereon, to pay the Base Installment Payment to the Bank on the Base Installment Payment Date in accordance with the terms of the Contract. The form, terms and content of the Contract are in all respects authorized, approved and confirmed, and the Chairman, the Vice Chairman, the County Manager, the Finance Officer of the County, the Interim Finance Officer of the County and the Clerk to the Board, and each of their respective designees, are authorized, empowered and directed to execute and deliver the Contract for and on behalf of the County, including necessary counterparts, in substantially the form presented to the Board, but with such changes, modifications, additions or deletions therein as shall to them seem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of their approval of any and all such changes, modifications, additions or deletions, and that from and after the execution and delivery of the Contract, the Chairman, the Vice Chairman, the County Manager, the Finance Officer of the County, the Interim Finance Officer of the County and the Clerk to the Board, and each of their respective designees, are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Contract as executed.

Section 7. ***Approval, Authorization and Execution of Deed of Trust.*** The lien on the Mortgaged Property pursuant to the Deed of Trust and the form, terms and content of the Deed of Trust are in all respects authorized, approved and confirmed, and the Chairman, the Vice Chairman, the County Manager, the Finance Officer of the County, the Interim Finance Officer of the County and the Clerk to the Board, and each of their respective designees, are authorized, empowered and directed to execute and deliver the Deed of Trust for and on behalf of the County, including necessary counterparts, in substantially the form presented to the Board, but with such changes, modifications, additions or deletions therein as shall to them seem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of their approval of any and all such changes, modifications, additions or deletions, and that from and after the execution and delivery of

the Deed of Trust, the Chairman, the Vice Chairman, the County Manager, the Finance Officer of the County, the Interim Finance Officer of the County and the Clerk to the Board, and each of their respective designees, are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Deed of Trust as executed.

Section 8. ***Approval, Authorization and Execution of Lease Agreement.*** The form, terms and content of the Lease Agreement are in all respects authorized, approved and confirmed, and the Chairman, the Vice Chairman, the County Manager, the Finance Officer of the County, the Interim Finance Officer of the County and the Clerk to the Board, and each of their respective designees, are authorized, empowered and directed to execute and deliver the Lease Agreement for and on behalf of the County, including necessary counterparts, in substantially the form presented to the Board, but with such changes, modifications, additions or deletions therein as shall to them seem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of their approval of any and all such changes, modifications, additions or deletions, and that from and after the execution and delivery of the Lease Agreement, the Chairman, the Vice Chairman, the County Manager, the Finance Officer of the County, the Interim Finance Officer of the County and the Clerk to the Board, and each of their respective designees, are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Lease Agreement as executed.

Section 9. ***Approval, Authorization and Execution of Agency Agreement.*** The form, terms and content of the Agency Agreement are in all respects authorized, approved and confirmed, and the Chairman, the Vice Chairman, the County Manager, the Finance Officer of the County, the Interim Finance Officer of the County and the Clerk to the Board, and each of their respective designees, are authorized, empowered and directed to execute and deliver the Agency Agreement for and on behalf of the County, including necessary counterparts, in substantially the form presented to the Board, but with such changes, modifications, additions or deletions therein as shall to them seem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of their approval of any and all such changes, modifications, additions or deletions, and that from and after the execution and delivery of the Agency Agreement, the Chairman, the Vice Chairman, the County Manager, the Finance Officer of the County, the Interim Finance Officer of the County and the Clerk to the Board, and each of their respective designees, are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agency Agreement as executed.

Section 10. ***Approval, Authorization and Execution of Escrow Agreement.*** The County hereby approves and appoints Wachovia Bank, National Association, in its capacity as escrow agent, to serve as the escrow agent for the Project Fund under and in accordance with the terms of the Contract. The County hereby approves and appoints Wachovia Bank, National Association, in its capacity as escrow agent, to serve as the escrow agent for the Sinking Fund under and in accordance with the terms of the Escrow Agreement. The form, terms and content of the Escrow Agreement are in all respects authorized, approved and confirmed, and the Chairman, the Vice Chairman, the County Manager, the Finance Officer of the County, the Interim Finance Officer of the County and the Clerk to the Board, and each of their respective designees, are authorized, empowered and directed to execute and deliver the Escrow Agreement for and on behalf of the County, including necessary counterparts, in substantially the form presented to the Board, but with such changes, modifications, additions or deletions therein as shall to them seem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of their approval of any and all such changes, modifications, additions or deletions, and that from and after the execution and delivery of the Escrow Agreement, the Chairman, the Vice Chairman, the County Manager, the Finance Officer of the County, the Interim Finance Officer of the County and the Clerk to the Board, and each of their respective

Section 12. ***Approval, Authorization and Execution of Tax Compliance Agreement.*** The form, terms and content of the Tax Compliance Agreement are in all respects authorized, approved and confirmed, and the Chairman, the Vice Chairman, the County Manager, the Finance Officer of the County, the Interim Finance Officer of the County and the Clerk to the Board, and each of their respective designees, are authorized, empowered and directed to execute and deliver the Tax Compliance Agreement for and on behalf of the County, including necessary counterparts, in substantially the form presented to the Board, but with such changes, modifications, additions or deletions therein as shall to them seem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of their approval of any and all such changes, modifications, additions or deletions, and that from and after the execution and delivery of the Tax Compliance Agreement, the Chairman, the Vice Chairman, the County Manager, the Finance Officer of the County, the Interim Finance Officer of the County and the Clerk to the Board, and each of their respective designees, are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Tax Compliance Agreement as executed.

Section 13. ***Further Actions.*** The County Manager, the Chairman, the Vice Chairman, the Finance Officer of the County, the Interim Finance Officer of the County and the Clerk to the Board are hereby designated as the County's representatives to act on behalf of the County in connection with the transactions contemplated by the Instruments, and the County Manager, the Chairman, the Vice Chairman, the Finance Officer of the County, the Interim Finance Officer of the County and the Clerk to the Board are authorized and directed to proceed with the Project in accordance with the terms of the Instruments, and to seek opinions on matters of law from the County Attorney, which the County Attorney is authorized to furnish on behalf of the County, and opinions of law from such other attorneys for all documents contemplated by this Resolution as required by law. The Chairman, the Vice Chairman, the County Manager, the Finance Officer of the County, the Interim Finance Officer of the County and the Clerk to the Board are hereby authorized to designate one or more employees of the County to take all actions which the Chairman, the Vice Chairman, the County Manager, the Finance Officer of the County, the Interim Finance Officer of the County and the

Clerk to the Board are authorized to perform under this Resolution, and the Chairman, the Vice Chairman, the County Manager, the Finance Officer of the County, the Interim Finance Officer of the County and the Clerk to the Board, and each of their respective designees, are in all respects authorized on behalf of the County to supply all information pertaining to the transactions contemplated by the Instruments. The Clerk to the Board, the County Manager, the Chairman, the Vice Chairman, the Finance Officer of the County and the Interim Finance Officer of the County are authorized to execute and deliver for and on behalf of the County any and all additional certificates, documents, opinions or other papers and perform all other acts as may be required by the Instruments or as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 14. ***Prior Approving Resolution.*** The Prior Approving Resolution is hereby ratified, confirmed and continued to the extent the Prior Approving Resolution is not in conflict with this Resolution, and to the extent that the provisions of this Resolution amend or is in conflict with any provisions in the Prior Approving Resolution, such provisions of the Prior Approving Resolution are hereby repealed.

Section 15. ***Repealer.*** All motions, orders, resolutions, ordinances and parts thereof, in conflict with this Resolution are hereby repealed.

Section 16. ***Severability.*** If any section, phrase or provision of this Resolution is for any reason declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions of this Resolution.

Section 17. ***Effective Date.*** This Resolution shall become effective on the date of its adoption.

YEAS: _____

NAYES: _____

PASSED, ADOPTED AND APPROVED this 4th day of December, 2003.

*Commissioner Myers made the motion to adopt the resolution approving an installment financing contract and a deed of trust, an agency agreement, a lease agreement, an escrow agreement, a security delivery agreement and a tax compliance agreement. Commissioner Swaim seconded. **The Board voted 5-0.**

5-D-land discussion

The Board directed the Manager to provide the Attorney with direction concerning the mediation process for the Shore property.

Adjourn

*Commissioner Swaim made the motion to adjourn. Commissioner Myers seconded. **The Board voted 5-0.**

Cecil E. Wood, Clerk to the Board/
County Manager